known hidden defects, which the latter could not have discovered in the exercise of reasonable care. *Moore* v. *Parker*, 63 Kan. 52, 64 Pac. 975; *Howard* v. *Washington Water Power Co.*, 134 Pac. (Wash.) 927. The landlord owes no affirmative duty to detect and warn the tenant against hidden defects. *Whitmore* v. *Orono Pulp & Paper Co.*, 91 Me. 297, 39 Atl. 1032; *Shinkle, Wilson, & Kreis Co.* v. *Birney & Seymour*, 68 Oh. St. 328, 67 N. E. 715; *Hines* v. *Wilcox*, 96 Tenn. 148, 33 S. W. 914, 100 Tenn. 538, 46 S. W. 297, *contra*. The landlord ordinarily owes no greater duty to the tenant's employees, licensees, and business guests than to the tenant. The latter, having control of the premises, must be the one to warn them against hidden defects. *O'Brien* v. *Capwell*, 46 Barb. (N. Y.) 497; *Meade* v. *Montrose*, 160 S. W. (Mo.) 11; *Bailey* v. *Kelly*, 86 Kan. 911, 122 Pac. 1027, *contra*. Some cases seem to hold, that where the landlord leases premises for a specific use he is liable if they are not fit for that use. *Godley* v. *Hagerty*, 20 Pa. 387; *Carson* v. *Godley*, 26 Pa. 111. But so broad an exception to the general rule is not supported by the weight of authority. See *Jaffe* v. *Harteau*, 56 N. Y. 398, 401. Where, however, the owner leases premises for a public or quasi-public purpose, the public comes upon the premises in response to the implied invitation of the lessor and the latter owes a duty to the public to have the premises in suitable condition for that purpose at the time of the demise. *Fox* v. *Buffalo Park*, 47 N. Y. Supp. 788, 21 App. Div. 321; *Barrett* v. *Lake Ontario Beach Improvement Co.*, 174 N. Y. 310, 66 N. E. 968; *Joyce* v. *Martin*, 15 R. I. 558, 10 Atl. 620. See also, 44 AM. LAW REG. 273, 276.

LIMITATION OF ACTION — NEW PROMISE AND PART PAYMENT — EFFECT OF PAYMENTS BY SURETY OF CLAIM ASSIGNED AS SECURITY. — The defendant made a note to the plaintiff, and assigned him a claim against an insolvent bank as security. Later there was a payment to the plaintiff by the receiver of the bank. After the period of limitation has run upon the note, the plaintiff sues upon it. *Held*, that the payment does not toll the Statute of Limitations. *Security Bank* v. *Finkelstein*, 145 N. Y. Supp. 5 (Sup. Ct., App. Div.).

The defense of the Statute of Limitations can always be waived by the debtor, and a part payment is often a sufficient waiver. There must, however, be such an acknowledgment of the debt, by words or part payment, as fairly to imply a promise to pay the balance. *Linsell* v. *Bonsor*, 2 Bing. N. C. 241; *Chambers* v. *Garland*, 3 Greene (Ia.) 322. But the authority of the debtor must be found before any promise can be implied, and accordingly it is held that an acknowledgment of the debt by one of several joint debtors will not bind the others. *Bush* v. *Stowell*, 71 Pa. 208; *Boynton* v. *Spafford*, 162 Ill. 113, 44 N. E. 379. Nor will a payment by his assignee for creditors bind a debtor. *Marienthal* v. *Mosler*, 16 Oh. St. 566; *Pickett* v. *King*, 34 Barb. (N. Y.) 193. The argument of the considerable minority opposed to the principal case, is that the creditor has been made the debtor's agent to collect the collateral debt and apply it in payment, and that such a payment should bind the debtor, on the principles of agency. *Bosler* v. *McShane*, 78 Neb. 86, 113 N. W. 998; *Buffinton* v. *Chase*, 152 Mass. 534, 25 N. E. 977. It is hard to see, however, how the agency can be construed so broadly as to include a promise to pay the rest of the debt. Accordingly the principal case and the slight majority with it would appear to hold the better view. *Brown* v. *Latham*, 58 N. H. 30; *Wolford* v. *Cook*, 71 Minn. 77, 73 N. W. 706.

MALICIOUS ABUSE OF PROCESS — EFFECT OF BAD MOTIVE — TERMINATION OF PRIOR SUIT IN MALICIOUS PROSECUTION. — For the purpose of preventing a sale of the plaintiff's real estate, the defendant brought suit against the plaintiff to collect alleged commissions, and levied an attachment on the property. Before the termination of this action, the plaintiff sues for abuse